

FILED

Feb 13. 2014

FEB 13 2014

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

MIROSLAV TODOROV

PLAINTIFF

14cv1028

Judge Sharon Johnson Coleman

Magistrate Sheila M. Finnegan

V.

BANK OF AMERICA N.A

D/B/A BANK OF AMERICA HOME LOANS)

DEFENDANT

)
) COMPLAINT FOR INJUNCTIVE
) RELIEF, OTHER EQUITABLE
) AND CIVIL PENALTIES
)
) JURY TRIAL DEMAND

COMPLAINT

This action is brought pursuant to Section 812(o) of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3612(o) ("FHA") by Miroslav Todorov Pro Se hereinafter "Plaintiff") and the provisions of the FHA, 42 U.S.C. §§ 3601-3619, and the Equal Credit Opportunity Act, 15 U.S.C. §§ 1691-1691f ("ECOA"). Predatory Lending

Jurisdiction and Venue

This Court has Jurisdiction over Plaintiff Federal claims 28 U.S.C. §1343 42 U.S.C. § 1986

Venue is proper pursuant to 28 U.S.C. § 1391 because Defendant Bank of America ("Defendant") has its principal place of business in Chicago District of Illinois

Plaintiff Miroslav Todorov ("Plaintiff") brings this action on behalf of himself alleging that Defendants, a community banking association, illegally Modify Plaintiff home equity lines of credit ("HELOCs") in violation of the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* ("TILA"), Regulation Z of the Truth in Lending Act, 12 C.F.R. § 226.5b ("Regulation Z"), and various state laws. For the purposes of this Motion, the Court assumes the following allegations are true.

The Plaintiff Miroslav Todorov, an individual in the exercise of "Rights" under "Due Process of Law" and Equal Protection under the law pursuant to the 14th Article in Amendment to the Constitution untrained in law, unfamiliar with the local rules, without assistance appropriate to this Exercise. To seek redress for injuries caused by Defendant Bank of America, the Plaintiff seek injunctive relief and damages for injuries caused by discrimination of Plaintiff Human Rights. That are the result of Bank of America unlawful, irresponsible, unfair, and deceptive discriminatory lending practices

SUMMARY

1. This case arises, when the Plaintiff Miroslav Todorov refinances his home in 2004 with Mortgage Electronic Registration Systems Inc.(MERS) as nominee for Countywide Home Loans a/k/a Bank of America N.A. (Hereinafter "BOA") also refinances a Home Equity Line of Credit (HELC) for \$562,316. On his property locate at 10 Touhy Ave Park Ridge, Illinois Cook County with a legal Pin 09-25-326-031.
2. During September, 2012 Plaintiff applied for a Modification on his first mortgage lien. BOA current Servicer. Plaintiff was inform by his housing counselor in order to receive any relief from his second HELC the first lien must be modify.
3. After several unsuccessful attempts to modify his loan Plaintiff file a discrimination complaint under the Consumer Protection Bureau a few days later BOA respond and sent plaintiff an application for the "Making Home Affordable Program".
4. After completing the required application process Plaintiff summitted all documents to BOA. About 2-weeks after summitting these documents BOA started request the same documents over and over again this brought a great deal of stress to the Plaintiff and Wife who is now under doctor care. BOA intentional, and willingly allowed plaintiff loan to go 120-days into default which would allow for BOA to file for foreclosure as case No.2013 CH 10720 whereas Bank New York Mellon N.A. was the alleged standing party. Fact Plaintiff loan was only 30-days in default when he summit his application. According to the "Assignment of Mortgage" the foreclosure was based on Plaintiff HELC and not the primary mortgage lien.

COUNT ONE: MORTGAGE FRAUD and LOAN Flipping

5. According to documents recorded as 0525904170 "Mortgage Line of Credit" which was prepared by Tarran Russell on behalf of Countrywide Home Inc. with a business address of 1212 South Naper Blvd. Suite 106 Naperville, Illinois. On August 26, 2005. This \$562,316. s Security instrument clearly states in section (g): If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 04/16/2004 and given by us to CountryWide Home Loans, Inc. as mortgagee, in the original amount of \$205,000 {Exhibit A}
6. Assignment of Mortgage also states the same date as the mortgage agreement. We must look back when the Plaintiff applied for a refinance of both his first and second lien on his home. Unaware that he was flipping his loans during the periods of 2002-2005 whereas the loan was

continue being flipped within one year apart. Plaintiff HELOC was the main source of the flipping. Plaintiff primary lien were speared apart with dates originating on January 29, 2002. In amount of \$224,200. As document No. 0020365701. Follow by a Release of Mortgage dated 04/01/2002. A year later document was notarized on 04/11/2003 and recorded in Cook County Recorder of Deeds as document No. 0316122169 on 08/10/2003. The question remains why were these documents notarized and recorded {Exhibit A,(1b)©}{Exhibit A2}

7. On April 16, 2004 Plaintiff signed as a married man a Home Equity Line of Credit for \$308,000 recorded as document No. 0412629126 in Cook County Recorder of Deeds. {Exhibit B}
8. Under this Instrument Agreement its states that this is subordinate to a prior mortgage dated 04/07/2004 to CountryWide Home Loans Inc. for \$205,000. This \$205,000 loan do not agree with the dates the assignment of mortgage states. This HELOC agreement do not hold a "Note" which states the amount of the loan first and last payment due etc., Which violate the Truth-In-Lendeing-Act (TILA). {Exhibit C}

9. According to the Federal Bureau of Investigation (FBI) on Mortgage Fraud:

If the third party is the creditor, a bank's acceptance of the third party's disclosures containing reimbursable violations normally reflects only a need for improved internal controls. However, if affected consumers have not been reimbursed, the OCC will report such third-party violations (consistent with the requirements of the Right to Financial Privacy Act of 1978) to the national headquarters of the regulator agency supervising the creditor. high-yield criminal activity that tempts many. However, according a May 2006 Financial Crimes Enforcement Network (FinCEN) report, finance-related occupations, including accountants, mortgage brokers, and lenders, were the most common suspect occupations associated with reported mortgage fraud². Perpetrators in these occupations are familiar with the mortgage loan process and therefore know how to exploit vulnerabilities in the system. Victims of mortgage fraud may include borrowers, mortgage industry entities, and those living.

10. On 04/16/2004 CountryWide Home Loans Inc.(fka) prepare a document to release Plaintiff HELOC as No. 0501316246 by a certain mortgage bearing the date of 04/16/2004 on document 0412529126 as a release of mortgage which was notarized on 12/14/2004 and recorder on 01/13/2005 in Cook County Recorder of Deeds.
11. On November 24, 2004 Plaintiff alleged signed another HELOC as document No. 0501902334 in amount of \$452,000. This bears a ~~date~~ subordinating prior mortgage dated 04/16/2004 for \$205,000. According to the recorded mortgage documents this loan wasn't dated as stated. {Exhibit H}

12. On 01/19/2005 CountryWide Home Loans Inc., prepare a release of mortgage as document No. 0434233140 on prior mortgage document 0501902334 , also prepare a release of mortgage on 09/14/2005 recorded as document No. 0529254083 on 10/19/2005, also prepared another release on the same mortgage document as 0722217067 recorded on 08/10/2007. {Exhibits E, F }
13. On August 26, 2005 another HEOC was approve by CountryWide Home Loans, as document No. 0525904170 for \$562,316. Showing the same subordination on a prior mortgage dated 04/16/2004 without any "Note" attached. The Plaintiff on has in his procession "Good Faith Estimate" upon request to Chicago Title Co. they do not have the originals loan document in order to justify these loans.
Therefore Plaintiff seeks relief from both allege mortgage loans that BOA claims that he owns.
14. Plaintiff has made payments on both primary loan and his HELOC fighting BOA for a fair mortgage modifications and loan forgiveness.
15. In January, 2013 Plaintiff was inform by BOA that his second loan was eligible under the National Settlement. Both loans were unsecure Conventional loan, which automatic qualify his loan for the National Settlement. Which defendant fail to apply. It's understandable that the defendants would state that the plaintiff signed these documents aware of what he was doing. Because of CountryWide Home Loans (CWHL) deceptive business practices as of 2006 FBI was made aware that CWHL was a perpetrators in mortgage fraud. Until a full title search plaintiff had no idea that he was a victim to CWHL illegal mortgage flipping.

Allegations of Fraud, Malice, Misrepresentation and Manipulation.

Under Illinois law, a contract may be found to be unconscionable as a matter of law on either a "procedural" or "substantive" basis, or both. *Razor v. Hyundai Motor America*, 854 N.E.2d 607, 622 (Ill.2006). Procedural unconscionability refers to a situation in which a term is so difficult to find, read, or understand that the party could not fairly be said to have been aware she was agreeing to it. Procedural unconscionability also takes into account the party's relative lack of bargaining power. *Razor*, 854 N.E.2d at 622, citing *Frank's Maintenance & Engineering, Inc. v. C.A. Roberts Co.*, 408 N.E.2d 403, 410 (Ill.App.1980). Substantive unconscionability, on the other hand, refers to contractual terms which are inordinately one-sided in one party's favor. *Razor*, 854 N.E.2d at 622, citing *Rosen v. SCIL, LLC*, 799 N.E.2d 488, 493 (Ill.App.2003).

16. After several months of BOA requesting the same documents over and over again Plaintiff housing counselor suspected that BOA was discriminating against the Plaintiff and inform him that he need to file a complaint with Housing and Urban Development HUD, on or

around March 1, 2013 Mr. Tyrone Wilkes from the Department of Human Rights contacted the Plaintiff to inform him that he would be the representative on his case and that his case was file under case number HUD Case No. 05-13-0540-8 IDHR Charge No. 2013CH2375. {Extended Exhibits 1-7}

17. In August, 2013 Plaintiff first lien was approve for a permanent loan modification under the Making Home Affordable Program. Defendant BOA approve the modification placing the arrears under a forbearance with a balloon payment of
18. January 2014 BOA approve Plaintiff second lien HELOC permanent modification with a balloon payment of \$506,837.

Fraud

To prove fraud under Illinois law, a plaintiff must show that the defendant made a knowingly false representation of a material fact. The plaintiff must also show that he reasonably relied on the false representation to his detriment. See *Enterprise Recovery Systems, Inc. v. Salmeron*, 927 N.E.2d 852, 858 (Ill.App.2010); citing *Phil Dressler & Associates, Inc. v. Old Oak Brook Investment Corp.*, 548 N.E.2d 1343, 1347 (Ill.1989). Plaintiff's allegations of fraud are based on the following statements in his complaint:

The Second Lien Modification Program (2MP). 2MP is designed to modify second lien mortgages when a corresponding first lien is modified under HAMP.

43. *The FHA-HAMP Program*. The FHA-HAMP Program is designed to provide compensation to the holders and servicers of FHA-insured mortgages that are modified under FHA-HAMP, to reduce payments to more affordable levels.

44. *The Treasury/FHA Second-Lien Program (FHA2LP)*. FHA2LP designed to facilitate refinancing under the FHA Short Refinance Program by reducing second liens. Treasury provides incentives to participating servicers and investors who agree to partial or full extinguishment of second liens associated with an FHA refinance. *The FHA Refinance for Borrowers with Negative Equity (FHA Short Refinance) Program*. This program is partially supported by TARP funds and allows servicers and investors who write down a borrower's principal balance on a non-FHA-insured, existing, underwater, first-lien mortgage loan in connection with a refinancing to obtain FHA insurance on the newly refinanced mortgage. Treasury has provided a TARP-funded letter of credit for up to \$8 billion in loss coverage on these newly refinanced FHA loans.

Modification and Loss Mitigation Processes

Under the States' consumer protection laws, the Banks are prohibited from engaging in unfair or deceptive practices with respect to consumers. Home Mortgage Disclosure Act ("HMDA"), 12 U.S.C. § 2803, and its implementing regulations, 12 C.F.R. § 203.1 *et seq.*, which require mortgage lenders to maintain data on the race and national origin of each borrower, among other things

WHEREFORE, Plaintiff prays that the Court enter an ORDER that:

1. Declares that the policies and practices of the defendant between 2004 and 2013 constitute a violation of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601-3619, and the Equal Credit Opportunity Act, 15 U.S.C. §§ 1691-1691f;
2. Enjoins defendant, its agents, employees, successors, and all other persons in active concert or participation with them, from discriminating on account of race or national origin in any aspect of their home equity or mortgage lending activities;
3. future African-American or Hispanic applicants will be treated in a nondiscriminatory manner that does not differ materially from the treatment afforded to white applicants;
4. Awards such damages as would fully compensate the victim of defendant's discriminatory policies and practices for the injuries caused by the defendant;
5. Awards punitive damages to the Plaintiff of defendant's discriminatory policies and practices; and
6. Assesses a civil penalty against the defendant, in order to vindicate the public interest.

The Plaintiff further prays for such additional relief as the interests of justice may require.



Miroslav Todorova Pro Se
10 Touhy Ave.
Park Ridge, IL
847-736-2014

0020365702

2828/0211 10 001 Page 1 of 3

2002-04-01 12:19:44

25.00



0020365702

Prepared By:

Priority 1 Mortgage Corp.

9501 W. Devon, #603
Rosemont, IL 60018

After Recording Return To:

Priority 1 Mortgage Corp.

9501 W. Devon, #603
Rosemont, IL 60018

[Space Above For Recorder's Use]

ASSIGNMENT OF MORTGAGE

LOAN NO. 9737985

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to
Wells Fargo Home Mortgage, Inc , a California Corporation
3601 Minnesota Dr MACX4701-022, Bloomington MN 55435

all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage
January 29, 2002 to secure payment of Two Hundred Twenty
Four Thousand Two Hundred and no/100.
(U.S. \$224,200.00) executed by Miroslav Todorov, married and Kalina
Todorova, married

to Priority 1 Mortgage Corp.
a corporation organized under the laws of Illinois and whose address
is 9501 W. Devon, #603, Rosemont, IL 60018
and recorded in Book, Volume , or Libor No. , at page
(or as No.), by the Cook County Recorder's Office,
State of IL described hereinafter as follows:

SEE ATTACHED LEGAL DESCRIPTION RIDER

P.I.N. / Tax I.D. No.: 09-25-326-031

Commonly known as: 10 E. Touhy
Park Ridge, IL 60068

ATGF, INC.

Box 260

0020365701

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor's and or assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

Priority 1 Mortgage Corp.

Witness

Kristen Di Cicco

Witness

(Assignor)

By:

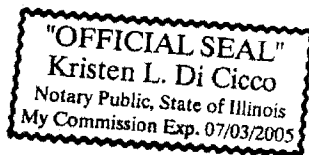
(Signature)

STATE OF

COUNTY OF

On January 29, 2002, before me, the undersigned a Notary Public in and for said County and State, personally appeared Gary DiCicco, known to me to be the President of the corporation herein which executed the within instrument, was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be free act and deed of said corporation.

(Seal)



Kristen Di Cicco

Notary Public

My Commission Expires:

07/03/05

20256302

LEGAL DESCRIPTION RIDER

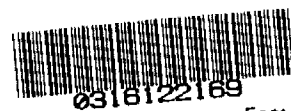
LOT 5 IN LA VERNE RESUBDIVISION OF PART OF LOT 'C' IN PAINE ESTATES
DIVISION OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION
25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

20365702

Property Address: 10 E. Touhy, Park Ridge, IL 60068

Tax ID/PIN Number: 09-25-326-031

Recording Requested by / Return To:
MIROSLAV TODOROV
10 E Touhy, PARK RIDGE, IL 60068



Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 08/10/2003 02:47 PM Pg: 1 of 1

Release Of Mortgage

WHEREAS the indebtedness secured by the mortgage described below has been fully paid and satisfied, the undersigned owner and holder of the debt does hereby release and discharge the mortgage.

Original Mortgagee: PRIORITY MORTGAGE CORPORATION

Original Mortgagor: MIROSLAV TODOROV, KALINA TODOROV

Recorded in Cook County, Illinois, on 04/01/02 as Instrument # 0020365701

Tax ID: 09-25-326-031-0000

Date of mortgage: 04/01/02 Amount of mortgage: \$224200.00 Address: 10 E Touhy Park Ridge, IL 60068

LOT 5 IN LA VERNE RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATES DIVISION OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW THEREFORE, the recorder or clerk of said county is hereby instructed to record this instrument and to cancel, release, and discharge the mortgage in accordance with the regulation of said state and county.

Dated: 04/11/2003

Wells Fargo Home Mortgage, Inc.

By:

Yara Estrada

VP - Loan Documentation

State of California

County of Santa Clara

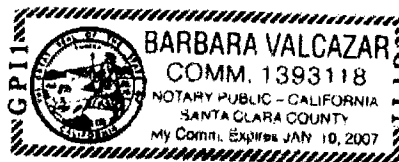
On 04/11/2003, before me, the undersigned, a Notary Public for said County and State, personally appeared

Yara Estrada, personally known to me to be the person that executed the foregoing instrument, and acknowledged that she is VP - Loan Documentation of Wells Fargo Home Mortgage, Inc.,

and that she executed the foregoing instrument pursuant to a resolution of its board of directors and that such execution was done as the free act and deed of Wells Fargo Home Mortgage, Inc..

Notary: Barbara Valcazar

My Commission Expires January 10, 2007



Prepared by: E. N. Harrison

Peelle Management Corporation, P.O. Box 1710, Campbell CA 95009 (408)866-6868

LN# 9737985 P.I.F.: 03/13/03

FINAL RECON.IL 90350 124.00 2 04/11/03 14:45:24 12-031 IL Cook 5937:53 8

rev. 90350 / 9737985

5-YES
P-1
5-NO
m-705
16

0020365702

2828/0211 10 001 Page 1 of 3

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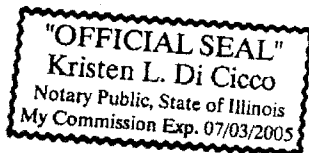
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(Seal)



Kristen Di Cicco

Notary Public

My Commission Expires:

07/03/05

201256302

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25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

20365702

Property Address: 10 E. Touhy, Park Ridge, IL 60068

Tax ID/PIN Number: 09-25-326-031

Recording Requested by / Return To:
MIROSLAV TODOROV
10 E Touhy, PARK RIDGE, IL 60068



Eugene "Gene" Moore Fee: \$26.50
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Dated: 04/11/2003

Wells Fargo Home Mortgage, Inc.

By:

Yara Estrada

VP - Loan Documentation

State of California

County of Santa Clara

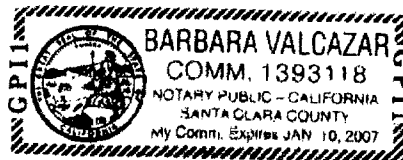
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Yara Estrada, personally known to me to be the person that executed the foregoing instrument, and acknowledged that she is VP - Loan Documentation of Wells Fargo Home Mortgage, Inc.,

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Notary: Barbara Valcazar

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LN# 9737985 P.I.F.: 03/13/03

FINAL RECON.IL 90350 124.00 2 04/11/03 14:45:24 12-031 IL Cook 5937:53 8

rev. 90350 / 9737985

S- YES
D- 1
S- No
m- 705
160



Doc#: 0412529126
 Eugene "Gene" Moore Fee: \$34.00
 Cook County Recorder of Deeds
 Date: 05/04/2004 09:54 AM Pg: 1 of 6

After Recording Return To:
 COUNTRYWIDE HOME LOANS, INC.
 MS SV-79 DOCUMENT PROCESSING
 P.O.Box 10423
 Van Nuys, CA 91410-0423
 Prepared By:
 AUDREY WRIGHT
 COUNTRYWIDE HOME LOANS, INC.

1212 SOUTH NAPER BLVD., STE
 106
 NAPERVILLE, IL 60540

[Space Above This Line For Recording Data]

1st AMERICAN TITLE Order #

761686
2013

767686

[Escrow/Closing #]

0005497938004004

[Doc ID #]

MORTGAGE (Line of Credit)

THIS MORTGAGE, dated ~~05/04/2004~~, is between
 MIROSLAV TODOROV, AND KALINA TODOROVA, HUSBAND AND WIFE

MOT

residing at

10 E TOUHY AVE, PARK RIDGE, IL 60068

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and
 COUNTRYWIDE HOME LOANS, INC.

with an address at

4500 Park Granada, Calabasas, CA 91302-1613

and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage,
 grant and convey to you the premises located at:

10 E TOUHY AVE, PARK RIDGE
 Street, Municipality

COOK
 County

Illinois 60068
 ZIP

(the "Premises").

• HELOC - IL Mortgage
 1C554-IL (04/02)(d)

Page 1 of 6

Initials:

MPF
KJT

* 2 3 9 9 1 *

6KJ



* 0 5 4 9 7 9 3 8 0 0 0 0 0 1 C 5 5 4 *

DOC ID #: 0005497938004004

and further described as:

LOT 5 IN LA VERNE RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATES
DIVISION OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION
25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Parcel ID #: 09-25-326-031-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 300,000.00 or so much thereof as may be advanced and readvanced from time to time to

MIROSLAV D. TODOROV

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated APRIL 16, 2004 , plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

DOC ID #: 0005497938004004

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 04/07/2004 and given by us to

COUNTRYWIDE

as mortgagee, in the original amount of \$ 205,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

DOC ID #: 0005497938004004

flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt

DOC ID #: 0005497938004004

requested, to your address at

COUNTRYWIDE HOME LOANS, INC.

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

Mortgagor: MIROSLAV D. TODOROV (SEAL)

Mortgagor: Kalina Todorova (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

STATE OF ILLINOIS,

DOC ID #: 0005497938004004

DUPAGE

County ss:

I, Katie Nichols, a Notary Public in and for said county and state do hereby certify that

Miroslav Todorov & Kalina Todorova

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he X signed and delivered the said instrument as free and voluntary act, for the uses and purposes the rein set forth.

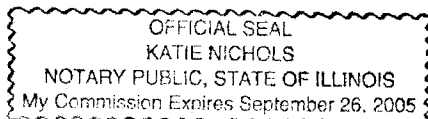
Given under my hand and official seal, this 16th day of April 2004

My Commission Expires: 9/26/05

This Instrument was prepared by: 0

Katie Nichols

Notary Public





Doc#: 0501316246
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 01/13/2006 03:05 PM Pg: 1 of 2

RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION

DOCID#000549793802005N

KNOW ALL MEN BY THESE PRESENTS

That Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation) of the County of LOS ANGELES and State of CALIFORNIA, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto:

Name(s).....: MIROSLAV D TODOROV, KALINA TODOROV

Property Address.....: 10 E TOUHY AVE,
PARK RIDGE, IL 60068

P.I.N. 09-25-326-031-0000


heir, legal representatives and assigns, all the right, title interest, claim, or demand whatsoever it may have acquired in, through, or by a certain mortgage bearing the date 11/15/2004 and recorded in the Recorder's Office of COOK county, in the State of Illinois in Book N/A of Official Records Page N/A as Document Number 0501316246, to the premises therein described as situated in the County of COOK, State of Illinois as follows, to wit:

LOT 5 IN LA VERNE RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATES DIVISION OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

together with all the appurtenances and privileges thereunto belong or appertaining.

WITNESS my hand this 14 day of December, 2004.

Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation)


Kathleen Hogan
Assistant Secretary

yes
2
yes
cm

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, E. Nelson a notary public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that Kathleen Hogan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of December, 2004.



E. Nelson

E. Nelson, Notary public
Commission expires 11/22/2007

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Mail Recorded Satisfaction To:



MIROSLAV D TODOROV, KALINA TODOROV
10-E TOUHY AVE
PARK RIDGE, IL 60068

Prepared By: Steven H. Galiano
CTC Real Estate Services
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684



Doc#: 0529254083 Fee: \$26.50
Eugene "Gene" Moore R.H.S.P. Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2005 02:43 PM Pg: 1 of 2

ABOVE SPACE FOR RECORDER'S USE ONLY
RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION

DOCID#000861464452005N

KNOW ALL MEN BY THESE PRESENTS

That Mortgage Electronic Registration Systems, Inc. of the County of LOS ANGELES and State of CALIFORNIA, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto:

Name(s).....: MIROSLAV TODOROV

Property Address.....: 10 E TOUHY AVE,
PARK RIDGE, IL 60068

P.I.N. 09-25-326-031-0000

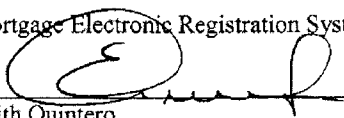
heir, legal representatives and assigns, all the right, title interest, claim, or demand whatsoever it may have acquired in, through, or by a certain mortgage bearing the date 11/24/2004 and recorded in the Recorder's Office of COOK county, in the State of Illinois in Book N/A of Official Records Page N/A as Document Number 501902334, to the premises therein described as situated in the County of COOK, State of Illinois as follows, to wit:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE
DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

together with all the appurtenances and privileges thereunto belong or appertaining.

WITNESS my hand this 14 day of September, 2005.

Mortgage Electronic Registration Systems, Inc.


Edith Quintero
Assistant Secretary

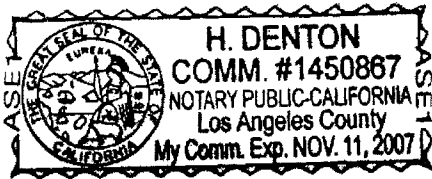
2

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, H. Denton a notary public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that Edith Quintero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of September, 2005.



A handwritten signature in cursive script, appearing to read "H. Denton", written over a horizontal line.

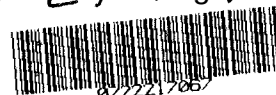
H. Denton, Notary public
Commission expires 11/11/2007

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Mail Recorded Satisfaction To:

MIROSLAV TODOROV
10 E Touhy Ave
Park Ridge, IL 60068

Prepared By: Steve T. Galiano
ReconTrust Company, N.A.
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684



Doc#: 0722217067 Fee: \$26.50
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 08/10/2007 12:39 PM Pg: 1 of 2

ABOVE SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION

DOCID#000861464452005N

KNOW ALL MEN BY THESE PRESENTS

That Mortgage Electronic Registration Systems, Inc. of the County of MARICOPA and State of ARIZONA, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto:

Name(s)..... MIROSLAV TODOROV, KALINA
 TODOROV

Property Address..... 10 E TOUHY AVE,
 PARK RIDGE, IL 60068

P.I.N. 09-25-326-031-0000


heir, legal representatives and assigns, all the right, title interest, claim, or demand whatsoever it may have acquired in, through, or by a certain mortgage bearing the date 11/24/2004 and recorded in the Recorder's Office of COOK county, in the State of Illinois in Book N/A of Official Records Page N/A as Document Number 501902334, to the premises therein described as situated in the County of COOK, State of Illinois as follows, to wit:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE
 DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41
 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
 ILLINOIS.

together with all the appurtenances and privileges thereunto belong or appertaining.

WITNESS my hand this 17 day of July, 2007.

Mortgage Electronic Registration Systems, Inc.


 Eneida Villamil
 Assistant Secretary

S-X
 P-2
 H-Y
 MP

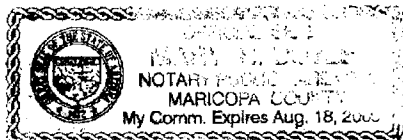
2

STATE OF ARIZONA

COUNTY OF MARICOPA

I, Mary H. Doyle a notary public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that Eneida Villamil, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of July, 2007.



Mary H. Doyle
Mary H. Doyle, Notary public
Commission expires 08/18/2009

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Mail Recorded Satisfaction To:

MIROSLAV TODOROV, KALINA TODOROV
10 E Touhy Ave
Park Ridge, IL 60068

Prepared By: Eneida Villamil
ReconTrust Company, N.A.
1330 W. Southern Ave.
MS: TPSA-88
Tempe, AZ 85282-4545
(800) 540-2684

Exhibit # G



Doc#: 0525904170 Fee: \$36.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 09/16/2005 12:08 PM Pg: 1 of 7

After Recording Return To:
 COUNTRYWIDE HOME LOANS, INC.
 MS SV-79 DOCUMENT PROCESSING
 P.O.Box 10423
 Van Nuys, CA 91410-0423
 Prepared By:
 TARRAN RUSSELL
 COUNTRYWIDE HOME LOANS, INC.

1212 SOUTH NAPER BLVD., STE
 106
 NAPERVILLE, IL 60540

[Space Above This Line For Recording Data]

025019960
 [Escrow/Closing #]

00011014889408005
 [Doc ID #]

MORTGAGE
 (Line of Credit)

MIN 1001337-0000901136-5

THIS MORTGAGE, dated AUGUST 26, 2005, is between
 MIROSLAV TODOROV, AND KALINA TODOROVA ~~HIS WIFE~~, HUSBAND AND WIFE,

residing at

10 E TOUHY AVE, PARK RIDGE, IL 60068

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
 an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
 COUNTRYWIDE HOME LOANS, INC.

("Lender" or "you") and its successors and assigns. MERS is the "Mortgagee" under this Mortgage.

• MERS HELOC - IL Mortgage
 1D999-IL (11/04)(d)

Page 1 of 7

Initials:

YJT
 MDS



* 2 3 9 9 1 *



* 1 1 0 1 4 8 8 9 4 0 0 0 0 1 D 9 9 9 *

BOX 333-CTI

DOC ID #: 00011014889408005

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

10 E TOUHY AVE, PARK RIDGE

Street, Municipality

COOK

County

Illinois 60068-5801 (the "Premises").

ZIP

and further described as:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 09-25-326-031-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 562,316.00 or so much thereof as may be advanced and readvanced from time to time to MIROSLAV TODOROV

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated AUGUST 26, 2005, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

DOC ID #: 00011014889408005

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

DOC ID #: 00011014889408005

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated [REDACTED] and given by us to COUNTRYWIDE HOME LOANS, INC.

as mortgagee, in the original amount of \$ 205,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

DOC ID #: 00011014889408005

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.


SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

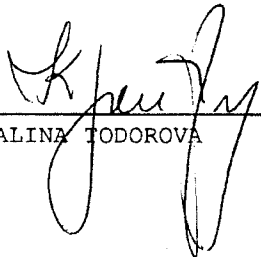
DOC ID #: 00011014889408005

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:


Mortgagor: MIROSLAV TODOROV (SEAL)


Mortgagor: KALINA TODOROVA (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

admitted

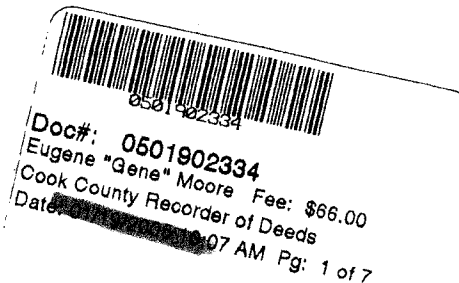
Exhibit H

12-7-04

0434233 140

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AUDREY WRIGHT
COUNTRYWIDE HOME LOANS, INC.

1212 SOUTH NAPER BLVD., STE
106
NAPERVILLE, IL 60540



[Space Above This Line For Recording Data]

008242167
[Escrow/Closing #]

0008614644511004
[Doc ID #]

MORTGAGE
(Line of Credit)

MIN 1000157-0004487907-6

THIS MORTGAGE, dated NOVEMBER 24, 2004, is between
MIROSLAV TODOROV, MARRIED TO KALINA TODOROVA

residing at
10 E TOUHY, PARK RIDGE, IL 60068
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
COUNTRYWIDE HOME LOANS, INC.
("Lender" or "you") and its successors and assigns. MERS is the "Mortgagee" under this Mortgage.

● MERS HELOC - IL Mortgage
1D999-IL (02/04)(d)

Page 1 of 7

Initials: *MS*



BOX 334 CTI

0156167 E 72423304

DOC ID #: 0008614644511004

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

10 E TOUHY AVE, PARK RIDGE

Street, Municipality

COOK

County

Illinois 60068-5801 (the "Premises").

ZIP

and further described as:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 09-25-326-031-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 452,000.00 or so much thereof as may be advanced and readvanced from time to time to MIROSLAV TODOROV

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated NOVEMBER 24, 2004, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

DOC ID #: 0008614644511004

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

DOC ID #: 0008614644511004

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 04/16/2004 and given by us to

COUNTRYWIDE HOME LOANS, INC.

as mortgagee, in the original amount of \$ 205,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

DOC ID #: 0008614644511004

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

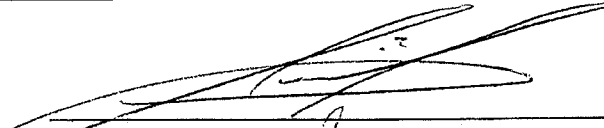
SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

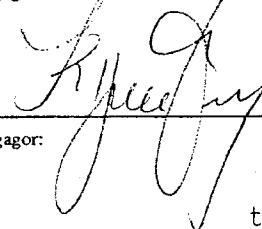
DOC ID #: 0008614644511004

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:


_____(SEAL)
Mortgagor: MIROSLAV TODOROV


_____(SEAL)
Mortgagor: /KALINA TODOROVA/
KALINA TODOROVA, signing sole
to waive homestead rights

_____(SEAL)
Mortgagor:

_____(SEAL)
Mortgagor:

STATE OF ILLINOIS,

DOC ID #: 0008614644511004

County ss:

I, *the undersigned* a Notary Public in and for said county and state do hereby certify that

Miroslav Todorovic + Kalina Todorovic, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes the rein set forth.

Given under my hand and official seal, this *24th* day of *November* *2004*

My Commission Expires:

This Instrument was prepared by:

Notary Public



Doc#: 1309257183 fee: \$50.00

Date: 04/02/2013 10:31 AM Pg: 1 of 2

Cook County Recorder of Deeds

*RHSP FEE \$10.00 Applied

Recording Requested By:

Bank of America

Prepared By: **Diana De Avila**

1800 Tapo Canyon Road

Simi Valley, CA 93063

800-444-4302

When recorded mail to:

CoreLogic

Mail Stop: ASGN

1 CoreLogic Drive

Westlake, TX 76262-9823



DocID# **21011014889417178**

Tax ID: **09-25-326-031-0000**

Property Address:

10 E Touhy Ave

Park Ridge, IL 60068-5801

IL0v2M-AM 24118627 E 3/29/2013 FCL01

This space for Recorder's use

MIN #: 100133700009011365

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS")**, AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. its successors and assigns (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 hereby assign and transfer to **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-F** its successors and assigns whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all its right, title, and interest to a certain Mortgage described below.

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**

Borrower(s): **MIROSLAV TODOROV, AND KALINA TODOROVA, HUSBAND AND WIFE**

Date of Mortgage: **8/26/2005** Original Loan Amount: **\$562,316.00**

Recorded in Cook County, IL on: **9/16/2005**, book N/A, page N/A and instrument number **0525904170**

Property Legal Description:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

APR 01 2013

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.

By:


Rene Rosales

Assistant Secretary

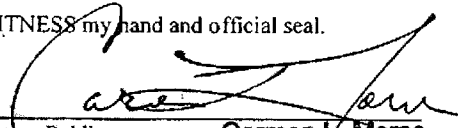
2

State of **California**
County of **Ventura**

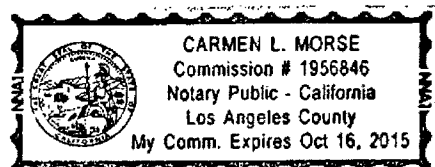
On **APR 01 2013** before me, **Carmen L. Morse**, Notary Public, personally appeared **Rene Rosales**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: **Carmen L. Morse**
My Commission Expires: **October 16, 2015**

(Seal)





Doc#: 0434233140
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 02/13/14 10:28 AM Pg: 1 of 7

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AUDREY WRIGHT
COUNTRYWIDE HOME LOANS, INC.

1212 SOUTH NAPER BLVD., STE
106
NAPERVILLE, IL 60540

[Space Above This Line For Recording Data]

008242167
[Escrow/Closing #]

0008614644511004
[Doc ID #]

MORTGAGE
(Line of Credit)

MIN 1000157-0004487907-6

THIS MORTGAGE, dated NOVEMBER 24, 2004, is between
MIROSLAV TODOROV, MARRIED TO KALINA TODOROVA

residing at
10 E TOUHY, PARK RIDGE, IL 60068
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
COUNTRYWIDE HOME LOANS, INC.
("Lender" or "you") and its successors and assigns. MERS is the "Mortgagee" under this Mortgage.

● MERS HELOC - IL Mortgage
1D999-IL (02/04)(d)

Page 1 of 7

Initials: MAF



* 2 3 9 9 1 *

* 0 8 6 1 4 6 4 4 5 0 0 0 0 1 D 9 9 9 *

BLA 333-CP

CHARGE CTIC DUPAGE

DOC ID #: 0008614644511004

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

10 E TOUHY AVE, PARK RIDGE

Street, Municipality

COOK

County

Illinois 60068-5801 (the "Premises").

ZIP

and further described as:

LOT 5 IN LA VERNE BEING A RESUBDIVISION OF PART OF LOT "C" IN PAINE ESTATE DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 09-25-326-031-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$452,000.00 or so much thereof as may be advanced and readvanced from time to time to
MIROSLAV TODOROV

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DOC ID #: 0008614644511004

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OUR IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

DOC ID #: 0008614644511004

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 11/16/2002 and given by us to

COUNTRYWIDE HOME LOANS, INC.

as mortgagee, in the original amount of \$205,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

DOC ID #: 0008614644511004

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

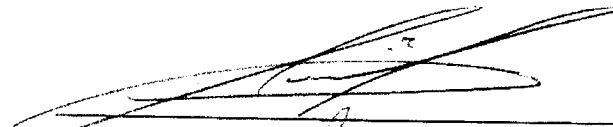
SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

DOC ID #: 0008614644511004

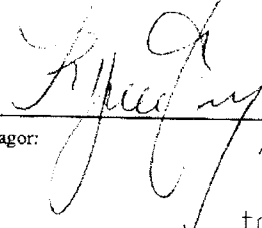
THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:



Mortgagor: MIROSLAV TODOROV (SEAL)



Mortgagor: /KALINA TODOROVA/ (SEAL)
KALINA TODOROVA, signing sole
to waive homestead rights

Mortgagor: (SEAL)

Mortgagor: (SEAL)

STATE OF ILLINOIS,

DOC ID #: 0008614644511004
County ss:

I, *the undersigned* *On Page*
Miroslav Todorovic + Kalina Todorovic
a Notary Public in and for said county and state do hereby certify that
personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as free and voluntary act, for the uses and purposes
the rein set forth.
Given under my hand and official seal, this *24th* day of *November* *2004*

My Commission Expires:

This Instrument was prepared by:

Maryann Petersen
Notary Public



Extended Exhibits ①

Taylor, Khara D - Legal

From: Wilkes, Tyrone [Tyrone.Wilkes@illinois.gov]
Sent: Wednesday, March 13, 2013 10:05 AM
To: Taylor, Khara D - Legal
Cc: McDonough, David - Legal
Subject: RE: Bank of America Representation Letter | Housing Discrimination Complaint of Miroslav Todorov | HUD Case No. 05-13-0540-8; IDHR Charge No. 2013CH2375
Attachments: SIDHR Scann13031311220.pdf

Attached is the signed perfected charge for this case. Please provide the Verified Response to this charge no later than April 15, 2013. If you have any questions, feel free to contact me. Thank you.

Tyrone Wilkes, Investigator
312-814-2895 Phone
312-814-6251 Fax
100 West Randolph Street
James R. Thompson Center-Suite 10-100
Chicago, IL 60601

From: Taylor, Khara D - Legal [mailto:khara.taylor@bankofamerica.com]
Sent: Monday, March 11, 2013 10:07 AM
To: Wilkes, Tyrone
Subject: Bank of America Representation Letter | Housing Discrimination Complaint of Miroslav Todorov | HUD Case No. 05-13-0540-8; IDHR Charge No. 2013CH2375

Re: **Todorov v. Bank of America**
HUD Case No. 05-13-0540-8
IDHR Charge No. 2013CH2375

Good morning Mr. Wilkes:

As a follow up to my voicemail message to you this morning, this past Friday, March 8, 2013, Bank of America's Legal Department received the attached copy of Miroslav Todorov's Unperfected Charge via e-Mail from Illinois Department of Human Rights (IDHR) Intake Investigator Maria Enriquez; please scroll down for Ms. Enriquez's initial e-Mail to my colleague Sylvia Dominguez. In the interim while I await the receipt of Mr. Todorov's Perfected Charge, please note that David G. McDonough will be representing Bank of America and I am the primary contact. Please forward a copy of Mr. Todorov's Perfected Charge, as well as all future correspondence regarding Mr. Todorov's case, directly to my and Mr. McDonough's attention. Following is Mr. McDonough's contact information:

David G. McDonough
Assistant General Counsel and Senior Vice President
Bank of America
730 15th Street NW
Mail Code: DC1-701-05-14
Washington, DC 20005-1012
Office: 202.442.7426
Mobile: 202.306.8827
Fax: 1.800.485.0828
e-Mail: David.McDonough@bankofamerica.com

Thank you.

Khara Taylor
Assistant Vice President, Senior Paralegal
Bank of America Legal Department
Home Loans - Fair Lending Division
Office: 818.223.5380
Fax: 818.223.3901

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From: Dominguez, Sylvia -Legal
Sent: Friday, March 08, 2013 12:31 PM
To: Taylor, Khara D - Legal
Subject: FW: 2013CH2375 / Todorov, Miroslav

For your files....

Sylvia Dominguez

Assistant Vice President, Senior Paralegal
Bank of America Corporation
30870 Russell Ranch Road
Mail Code: CA6-915-01-17
Westlake Village, CA 91362
Tel: 818.223.5388
Fax: 212.548.9964

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From: Dominguez, Sylvia -Legal
Sent: Friday, March 08, 2013 12:20 PM
To: 'Maria.Enriquez@illinois.gov'; 'Tyrone.Wilkes@illinois.gov'
Cc: McDonough, David - Legal
Subject: FW: 2013CH2375 / Todorov, Miroslav

Thank you Ms. Enriquez.

Mr. Wilkes, either I or my colleague Khara Taylor will send a letter of representation to your attention today.

Sylvia Dominguez

Assistant Vice President, Senior Paralegal
Bank of America Corporation
30870 Russell Ranch Road
Mail Code: CA6-915-01-17
Westlake Village, CA 91362
Tel: 818.223.5388
Fax: 212.548.9964

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From: Enriquez, Maria [mailto:Maria.Enriquez@illinois.gov]
Sent: Friday, March 08, 2013 11:46 AM
To: Dominguez, Sylvia -Legal
Cc: Wilkes, Tyrone
Subject: 2013CH2375

Hello Ms. Dominguez ,

We have received the above charge of discrimination for investigation. The Charge will be assigned to Investigator Tyrone Wilkes Tyrone.Wilkes@illinois.gov

Can you please let him know who will be representing Respondent in this case?

I appreciate your cooperation.
Thank you.

Maria Enriquez
Investigator II
Illinois Department of Human Rights
Fair Housing Division
(312)814-6229 Tel.
(312)814-6251 Fax

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STATE OF ILLINOIS
DEPARTMENT OF HUMAN RIGHTS

IN THE MATTER OF:)	
)	
MIROSLAV TODOROV)	CHARGE NO. 2013CH2375
)	HUD NO. 05-13-0540-8
COMPLAINANT,)	
)	
AND)	
)	
BANK OF AMERICA)	
)	
RESPONDENT.)	

NOW COMES the Respondent, Bank of America, and response to the Charge of Discrimination filed against it by the Complainant, Miroslav Todorov, as follows:

1. Admitted.
2. Admitted.
3. Respondent denies that discriminatory financing (including real estate transactions) occurred or is about to occur.
4. Respondent denies any violation occurred because of the Complainant's national origin, or that it discriminated against the Complainant based on his national origin or in any manner.
5. Respondent denies that it participated in any discrimination at the address and location of the subject real properties in question or anywhere.
6. Denied. The correct mailing address should read as follows:

Bank of America
100 North Tyron Street
Charlotte, NC 28255-0001
7. Respondent denies this allegation.

I. Miroslav Todorov's Allegations

In his complaint, Mr. Todorov asserted discrimination based upon his national origin as the basis why Bank of America did not approve him for a loan modification. Specifically, Mr. Todorov stated that the Bank requested additional documents from him in support of his loan modification review, and that he received a denial letter before he submitted the requested documents. While Mr. Todorov points to no evidence of discriminatory treatment, it appears that he is basing his allegation on his belief that Bank of America treats persons not of his national origin more favorably during the loan modification review process. For the reasons detailed below, we respectfully disagree.

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II. Respondents' Response to the Complaint

Before proceeding, please note that Bank of America does not tolerate discrimination on a prohibited basis in any aspect of the lending process. All Bank employees are responsible for complying with the Bank's Fair Lending Policy and for bringing to the attention of their manager any questions or issues regarding this policy or its implementation. It is the policy of the Bank to comply with all applicable fair lending laws and regulations. The Bank will make credit available to individuals and businesses who meet its lending criteria without regard to race, color, religion, national origin, sex, marital status, familial status, disability, age (provided the person has the capacity to contract), receipt of income from public assistance or good faith exercise of rights under the Consumer Credit Protection Act.

A. MHA and HAMP

As you may be aware, in February 2009 the Obama Administration implemented the Making Home Affordable (MHA) program as part of the national recovery efforts meant to mitigate the housing crisis that developed in 2008. The MHA program is an official program of the Departments of the Treasury and Housing and Urban Development, of which the Bank is a participating lender. One workout option under MHA is the Home Affordable Modification Program (HAMP), which provides eligible homeowners the opportunity to modify their mortgages to make them more affordable or otherwise avoid foreclosure.

B. Overview of Miroslav Todorov's Loan Modification Review

As an initial matter, a request for workout assistance is not a guarantee of a rate reduction or any other change to the originating loan terms. Each request for workout assistance is reviewed on a case-by-case basis and is contingent upon the financial information the homeowner provides to the Bank for review, the guidelines set forth by the loan type and workout program being sought, changes in financial circumstances which may affect the homeowner's ability to pay the mortgage loan in accordance with its originating terms, as well as the homeowner's ability and willingness to pay a modified payment.

The workout review process is complex, may require an extended amount of time for completion, and the homeowner may also be called upon to submit updated information throughout the review process. Although multiple requests for information may be frustrating for the homeowner, these requests are necessary in order to ensure that the most current and updated information is used to identify the most effective assistance for sustainable homeownership.

Records indicate that Mr. Todorov retained the services of The Real Fresh Start Corporation in an effort to assist him in obtaining a loan modification with Bank of America, and in response, on September 19, 2012 Mr. Todorov was sent a Financial/Document Request Packet asking that he provide copies of certain financial information in order to determine his eligibility for a loan modification. The correspondence provided Mr. Todorov with a MHA Request for Mortgage Assistance Affidavit (RMA) for his completion, as well as a checklist of the documents required from him for his loan modification review. Mr. Todorov was instructed to return the requested documents to the Bank by October 19, 2012, and for any questions regarding the requested information, Mr. Todorov was to call telephone number 1.877.422.1761.¹

¹ A copy of the September 19, 2012 Document Request Letter is enclosed as Exhibit A.

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Records indicate that on September 26, 2012 and October 2, 2012, a Bank employee called The Real Start Corporation and each time spoke with Mr. Todorov's authorized representative, Sonya Davis. Each time Ms. Davis confirmed Mr. Todorov's receipt of the Financial/Document Request Packet, stated that Mr. Todorov was in the process of collecting the documents for his loan modification review, that Mr. Todorov was pending the receipt of his Profit and Loss Statement from his accountant, and that once all of the requested documents were gathered, Mr. Todorov would fax the documents to the Bank.

On October 19, 2012 the Bank sent correspondence to Mr. Todorov thanking him for his interest in HAMP and also informed him that additional information regarding his financial situation and the circumstances of his hardship were required in order to complete his eligibility review. Due to the missing and/or incomplete information, the correspondence provided Mr. Todorov with a list of the documents that were required from him by November 18, 2012. For questions regarding the requested information and/or to confirm the Bank's receipt of the requested information, Mr. Todorov was to call telephone number 1.800.669.6650.²

On October 30, 2012, correspondence was sent to Mr. Todorov thanking him for providing certain financial information for his evaluation for loan assistance. If any documents Mr. Todorov provided were found to be missing and/or incomplete, the correspondence further informed Mr. Todorov that additional correspondence would be sent to him identifying the documents he would need to provide in order to continue with his eligibility review. For questions regarding the evaluation process, Mr. Todorov was instructed to contact his Customer Relationship Manager (CRM) at telephone number 1.800.669.6650.³ Please note that a CRM is not the final decision-maker with respect to a loan modification review. Rather, a CRM is responsible for managing the interaction between the borrower and the internal lines of business within the Bank, facilitating the collection of documents from the borrower, and for communicating any additional requests from internal lines of business to the borrower.

On November 6, 2012 at 2:09 PM and 5:02 PM, two separate faxes consisting of the following documents were sent from the Elk Grove Truck Center on behalf of Mr. Todorov:⁴

- Profit and Loss Statement dated October 8, 2012;
- Seven page RMA dated September 22, 2012;
- Two signed copies of the Request for Transcript of Tax Return (IRS Tax Form 4506-T) dated September 22, 2012; and
- Important Disclosures.

On November 15, 2012 at 3:07 PM, a fax consisting of the following documents was sent from the Elk Grove Truck Center on behalf of Mr. Todorov:⁵

² A copy of the October 19, 2012 correspondence is enclosed as Exhibit B.

³ A copy of the October 30, 2012 correspondence is enclosed as Exhibit C.

⁴ Copies of the faxes dated November 6, 2012 are enclosed as Exhibit D.

⁵ A copy of the fax dated November 15, 2012 is enclosed as Exhibit E.

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- 2011 Federal and State Tax Returns;
- Electricity Bill from ComEd;
- Utility Bill from Nicor Gas;
- Comcast Cable bill;
- Additional Utility Billing Information;
- AT&T Wireless Statement;
- Chase Bank Statements;
- Profit and Loss Statement dated October 8, 2012;
- Hardship Letter dated November 15, 2012; and
- Homeowner Association Statement dated November 15, 2012.

On November 20, 2012, Mr. Todorov was again sent correspondence thanking him for his interest in HAMP and that additional information regarding his financial situation and the circumstances of his hardship were required in order to complete his eligibility review. Due to the missing and/or incomplete information, the correspondence provided Mr. Todorov with a list of the documents that were required from him by December 5, 2012. For questions regarding the requested information and/or to confirm the Bank's receipt of the requested information, Mr. Todorov was to call telephone number 1.800.669.6650 for assistance.⁶

On November 29, 2012, a fax consisting of the following documents was sent from the Elk Grove Truck Center on behalf of Mr. Todorov:⁷

- Tax Form 4506-T;
- Financial Worksheet;
- Monthly Expense Worksheet; and
- Homeowner Association Statement.

On December 10, 2012, the Bank received a fax on behalf of Mr. Todorov from an unknown person by the name of "Mirro Todoroz" consisting of the following documents:⁸

- IRS Tax Form 4506-T;
- Financial Worksheet dated November 29, 2012;
- Monthly Expense Worksheet dated November 29, 2012;

⁶ A copy of the correspondence dated November 20, 2012 is enclosed as Exhibit F.

⁷ A copy of the fax dated November 29, 2012 is enclosed as Exhibit G.

⁸ A copy of the fax dated December 10, 2012 is enclosed as Exhibit H.

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- Hardship Letter dated November 15, 2012;
- Homeowner Association Statement dated November 15, 2012; and
- Page four of a RMA titled "Other Property For Which Assistance Is Required."

As previously stated, it is not uncommon for the homeowner to be called upon to submit updated information throughout the review process, as these requests are necessary in order to ensure that the most current and updated information is used for the loan modification evaluation. To that end, on January 31, 2013 at 6:46 PM and 8:43 PM, a person by the name of "Mirro Todorov" sent a fax to Bank CRM LaDana Purdue. Each fax consisted of Mr. Todorov's RMA dated January 30, 2013 and current copies of certain documents in support of his loan modification review.⁹ The following day Ms. Purdue confirmed her receipt of both faxes during a telephone conversation with Ms. Davis, and further stated that she would review the documents for accuracy and completeness.

On February 14, 2013, Mr. Todorov was sent correspondence informing him of the Bank's receipt of the documents he submitted for his loan modification review. Although the correspondence also states that the documents Mr. Todorov provided were in support of his loan modification review that was previously declined, our records do not reflect that Mr. Todorov was sent a Decline Letter. As the correspondence further states, additional information is required from him Mr. Todorov in order to determine his eligibility. The correspondence provided Mr. Todorov with a list of the updated information required from him, and for any questions regarding the requested documentation Mr. Todorov was instructed to call telephone number 1.800.669.6650.¹⁰

Our records indicate that the Bank, Mr. Todorov and/or his authorized third party continue to work together on possible home retention efforts, and as such, the Bank has received subsequent supporting documentation on behalf of Mr. Todorov's eligibility review.¹¹ Our records reflect that the last contact Mr. Todorov had with Ms. Purdue was on or around April 5, 2013. We strongly encourage Mr. Todorov and/or his authorized third party to contact Ms. Purdue for assistance, questions regarding the documents required, and for a status update on the workout review.

III. Conclusion and Request for Dismissal of Complaint

As described in detail above, our research revealed that Bank of America did not discriminate against Mr. Todorov, violate the Fair Housing Act, the Illinois Human Rights Act, or engage in any other unlawful conduct. As a matter of law, Mr. Todorov's complaint should be dismissed for lack of substantial evidence pursuant to Illinois Human Rights Act, Section 7A-102 (D)(2) which states, in part, that substantial evidence "includes, but is not limited to, findings of fact and conclusions, as well as the reasons for the determinations on all material issues." We submit that Mr. Todorov did not provide any evidence to substantiate his conclusion that the alleged civil rights violation had been committed due to his national origin; therefore, it will be impracticable to render a charge of discrimination as there are no material facts to consider.

⁹ Copies of the faxes dated January 31, 2013 are enclosed as Exhibit I.

¹⁰ A copy of the correspondence dated February 14, 2013 is enclosed as Exhibit J.

¹¹ Copies of the documents subsequently received for Mr. Todorov's loan modification review, together with the remainder of Mr. Todorov's home retention file, are enclosed as Exhibit K.

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I declare under penalty of perjury that the foregoing is true to the best of my knowledge.

WHEREFORE, the Respondent requests that the Charge be dismissed in its entirety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Khara Taylor', written over a horizontal line.

By: Khara Taylor
Assistant Vice President, Senior Paralegal

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Page 7

VERIFICATION

STATE OF CALIFORNIA

)

) ss

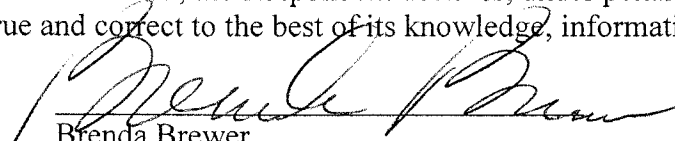
COUNTY OF LOS ANGELES

)

I, Brenda Brewer, declare and state:

I am a Vice President and Business Support Manager of Bank of America, N.A. I am duly authorized by the Bank to verify the foregoing Respondent's Verified Response, on its behalf and hereby do so. The facts and matters stated therein are not within my personal knowledge or of any one individual at the Bank; rather, the facts stated therein have been assembled and with the assistance of counsel, by authorized employees of the Bank with personal knowledge of the subject matter of the Verified Response and/or information and belief as to the truth and/or accuracy thereof.

Subject to the terms of this Verification, the Respondent declares, under penalty of perjury, that the foregoing Verified Response is true and correct to the best of its knowledge, information and belief.


Brenda Brewer

ACKNOWLEDGMENT

State of California
County of Los Angeles

On April 18, 2013 before me, Valeria N. Leiva
(insert name and title of the officer)

personally appeared Brenda Brewer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

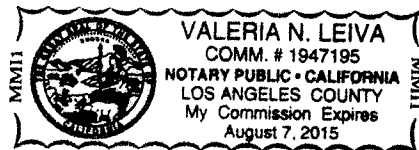
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



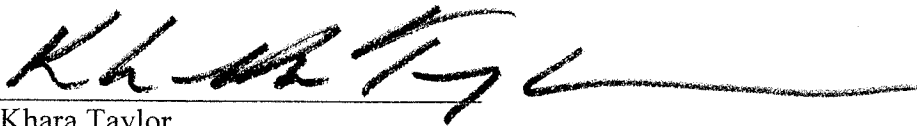
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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Verified Response to the Charge of Discrimination was served upon:

Miroslav Todorov
10 East Touhy Avenue
Park Ridge, IL 60068

By depositing the same by way of FedEx Standard Overnight (tracking number **7995 6228 7081**) at 30870 Russell Ranch Road, Westlake Village, California, 91362 on April 18, 2013.

A handwritten signature in black ink, appearing to read 'Khara Taylor', is written over a horizontal line.

Khara Taylor
Assistant Vice President, Senior Paralegal

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* * * * *

The information herein and enclosed documents are being submitted solely for use by the U.S. Department of Housing and Urban Development under case number 05-13-0540-8, dually filed with the Illinois Department of Human Rights under charge number 2013CH2375. We respectfully request that this correspondence and enclosed documents be treated as confidential and non-public under the Freedom of Information Act (5 U.S.C. § 552) and similar provisions under the laws of the State of Illinois. We also request that the Bank receive notification and an opportunity to contest the disclosure of this correspondence and the enclosed documents if they become the subject of a FOIA request or similar request under the laws of the State of Illinois.

3

Making Home Affordable Program Request For Mortgage Assistance (RMA)



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

BORROWER	CO-BORROWER
BORROWER'S NAME MIROSLAV TODOROV	CO-BORROWER'S NAME
SOCIAL SECURITY NUMBER 335 94 5105	SOCIAL SECURITY NUMBER
DATE OF BIRTH (MM/DD/YYYY) 04-03-1965	DATE OF BIRTH (MM/DD/YYYY)
HOME PHONE NUMBER WITH AREA CODE 812 111 1111	HOME PHONE NUMBER WITH AREA CODE
CELL OR WORK NUMBER WITH AREA CODE 847 756 2019	CELL OR WORK NUMBER WITH AREA CODE
MAILING ADDRESS 10 E Touhy Ave Park Ridge, IL 60068 5801	MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")
EMAIL ADDRESS	EMAIL ADDRESS

Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13	Is any borrower a servicemember? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Filing Date: <u>N/A</u> Bankruptcy case number: _____	Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No
Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No	

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No If "Yes", how many? _____

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☐ Yes ☐ No

SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA. I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):	
<input checked="" type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self-employment earnings, death, disability, or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are exclusive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input checked="" type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities, or property taxes.	<input checked="" type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	Other: _____
Explanation (continue on a separate sheet of paper if necessary): 	

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence ☒ YES ☐ NOIf "yes" ☐ Keep the property ☐ Sell the property

Property Address: 10 E Touhy Ave Park Ridge, IL 60068 5801

Loan ID Number: 54979372

Other mortgages or liens on the property? ☒ YES ☐ NO

Lien Holder / Servicer Name: Bank of America

Line credit 54979372/110148894

Do you have condominium or homeowner association (HOA) fees? ☐ YES ☒ NO

If "Yes", Monthly Fee \$

Are fees paid current? ☐ YES ☐ NO

Name and address that fees are paid to:

Does your mortgage payment include taxes and insurance? ☒ YES ☐ NOIf "NO", are the taxes and insurance paid current? ☐ YES ☐ NO

Annual Homeowner's Insurance \$

Is the property listed for sale? ☐ YES ☒ NO

If "YES", Listing Agent's Name:

Phone Number:

List Date?

Have you received a purchase offer? ☐ YES ☐ NO

Amount of Offer \$

Closing Date:

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name:

Principal residence servicer phone number:

Is the mortgage on your principal residence paid? ☐ YES ☐ NO

If "NO" number of months your payment is past due (if known):

SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER

Monthly Household Income		Monthly Household Expense/Debt ("Principal Residence Expense Only")		Household Assets	
Monthly Gross wages	\$	First Mortgage Principal & Interest Payment*	\$1609.17	Checking Account(s)	\$50
Overtime	\$	Second Mortgage Principal & Interest Payment*	\$1665.31	Checking Account(s)	\$
Self employment income	\$3,000.00	Homeowner's Insurance*	\$	Savings / Money Market	\$0
Unemployment income	\$	Property Taxes*	\$	CDs	\$0
Untaxed Social Security/SSD	\$	HOA/Condo Fees*	\$N/A	Stocks / Bonds	\$0
Food Stamps/Welfare	\$	Credit Cards/Installment debt (total min. payment)	\$350.00	Other Cash on Hand	\$0
Taxable Social Security or retirement income	\$	Child Support / Alimony	\$0		\$
Child Support / Alimony**	\$	Car Payments (2)	\$1790.00		\$
Tips, commissions, bonus and overtime	\$	Mortgage Payments other properties***	\$		\$
Gross Rents Received***	\$	Other	\$2210.00	Value of all Real Estate except principal residence	\$
Other	\$		\$	Other	\$
Total (Gross income)	\$3,000.00	Total Debt/Expenses	\$7,624.48	Total Assets	\$50.00

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

acc# 054979372

Required Income Documentation (Your servicer may request additional documentation to complete your evaluation for MHA)	
All Borrowers	<input type="checkbox"/> Include a signed IRS Form 4506-T or 4506-T-EZ
<input type="checkbox"/> Do you earn a wage? Borrower Hire Date (MM/DD/YY) _____ Co-borrower Hire Date (MM/DD/YY) _____	<input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.
<input checked="" type="checkbox"/> Are you self-employed?	<input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to-date profit and loss statement.
<input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?	<input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance?	<input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).
<input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?	<input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND <input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment. Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> Do you have income from rental properties that are not your principal residence?	<input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E. <input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

Other Property #1	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #2	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____
Other Property #3	
Property Address: _____	Loan I.D. Number: _____
Servicer Name: _____	Mortgage Balance \$ _____ Current Value \$ _____
Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented	Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

acct# 054417372

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property. ☐ Yes ☒ NoI am requesting mortgage assistance with a second or seasonal home. ☐ Yes ☒ NoIf "Yes" to either, I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan I.D. Number: _____

Do you have a second mortgage on the property ☐ Yes ☐ No If "Yes", Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently: ☐ Vacant and available for rent.
☐ Occupied without rent by your legal dependent, parent or grandparent as their principal residence.
☐ Occupied by a tenant as their principal residence.
☐ Other _____

If rental property is occupied by a tenant: Term of lease / occupancy ____ / ____ / ____ - ____ / ____ / ____ Gross Monthly Rent \$ _____
 MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of offer \$ _____ Closing Date: _____

RENTAL PROPERTY CERTIFICATION

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

acc# 054979372

SECTION 7: DODD -FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER ☒ I do not wish to furnish this information

Ethnicity ☐ Hispanic or Latino
☐ Not Hispanic or Latino

Race: ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

Sex: ☐ Female
☐ Male

CO-BORROWER ☐ I do not wish to furnish this information

Ethnicity ☐ Hispanic or Latino
☐ Not Hispanic or Latino

Race: ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

Sex: ☐ Female
☐ Male

To be completed by interviewer

Name/Address of Interviewer's Employer

This request was taken by:

- ☐ Face-to-face Interview
- ☐ Mail
- ☐ Telephone
- ☐ Internet

Interviewer's Name (print or type) & ID Number

Interviewer's Signature Date

Interviewer's Phone Number (include area code)

acc# 054979372

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.


Borrower Signature
MIROSLAV TODOROV

335-94-5705 04-03-1965 09-22-12
Social Security Number Date of Birth Date

Co-borrower Signature

Social Security Number Date of Birth Date

acc # 054979312

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.
If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPE™ Hotline

NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help is FREE!

- There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



54979372

Form **4506-T**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. <u>MIROSLAV TOPOROV</u>	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) <u>MIROSLAV TOPOROV 10 E TOUCHY AVE PARK RIDGE, IL 60067</u>	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. Bank of America, N.A. C/O Home Retention Services, Inc. 9700 Bissonnet Street, Suite 1500 Houston, TX 77036 UserID: JNADEAU1	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040

a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days ☐

b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days ☐

c **Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days ☐

7 **Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days ☐

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days ☐

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12 / 31 / 2010 12 / 31 / 2011

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return ☐

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Sign Here ▶ Signature (see instructions) [Signature] Date 09-22-12

Title (if line 1a above is a corporation, partnership, estate, or trust) _____

Spouse's signature _____ Date _____

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N

Form **4506-T** (Rev. 1-2012)

(4)

To continue our review of your loan for assistance, we must receive the requested items by November 18, 2012.

October 19, 2012

MIROSLAV TODOROV
10 E Touhy Ave
Park Ridge, IL 60068 5801

Loan Number: 54979372

Dear MIROSLAV TODOROV:

Thank you for your interest in the Home Affordable Modification Program. We need information relating to your financial situation and the circumstances of your hardship to determine if your loan is eligible for this program.

As of the date of this letter, we cannot complete our review because some information we need is missing or incomplete.

Please complete and fax the required documentation using the enclosed fax cover sheet to **1.866.270.0620** or return using the enclosed FedEx envelope. **We must receive this information no later than November 18, 2012.**

Please ensure all submissions are complete. You may find the list below contains one or more documents you submitted to be considered for a loan modification. If so, they are listed because we need more information about them or because they were submitted with missing or incomplete information. When providing the additional documentation or clarifications, remember the following helpful hints:

- Write your loan number at the bottom of all pages if it's not already listed. This will aid in identifying your documents should they be sent separately or get separated.
- Include ALL PAGES of any document with multiple pages. For instance, if the last page of your bank statement indicates Page 6 of 6, ensure you provide the copy of all six pages.
- The signature of each borrower and the date the document was signed is required for many documents. Please make sure all the proper signatures and dates are provided for any documents listed below.
- Some requested documents have columns of numbers that must be added or subtracted to determine a total value (for example, Request for Mortgage Assistance or Uniform Borrower Assistance Form (Form 710), profit and loss statement). Please ensure that complete and accurate totals are provided for any and all columns.
- If a document you previously submitted is listed below, it may be too old to be usable. Please send us a copy of the most recent version(s) of the document.

Please submit the following information for each borrower:

- **Request for Mortgage Assistance (RMA, enclosed)** - This form must be completed in its entirety. Sections requiring a total must be completed and accurately totaled. This form must be signed and dated by all borrowers.
- **Hardship Letter** - A written explanation describing the specific nature of your Hardship.
- **IRS Form 4506-T (enclosed)** - This form allows us to request a copy of the tax return for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506T signed and dated by both joint filers.
- **Tax Return** - A signed copy of the most recently filed tax return, with all schedules and tax forms (for example, Schedules A-E, Tax Form 8879 e-file, 4868 Tax Filing Extension, etc.). If you are not required to file a tax return, please submit a letter of explanation.

Please note: Keep a copy of all documents for your records. Do not send original documentation unless otherwise noted.

Also, we have been unable to contact you to discuss your options. Please call the number below to provide a phone number that we may call to discuss your account with you to determine the documentation required to review your loan for this program.

Other options that may be available

- If you do not wish to pursue a loan modification or do not return your documents as requested above, we want you to know about other options to avoid foreclosure, including short sale and deed in lieu of foreclosure.

In a short sale, you list the property for sale at the fair market value and, when the property has sold, your mortgage is paid off with the net proceeds **even if you sell your property for less than you owe on the loan**. In addition, after a successful short sale, we may be able to forgive any outstanding balance.

Additional benefits of a short sale include:

- Potential for **financial assistance** upon closing to help with relocation expenses.
- Takes less time to complete than a foreclosure, so your reported delinquency could be shorter than it would with a foreclosure. As a result, your credit may improve sooner than it would if your house were to go into foreclosure.
- Bank of America's guidance on a fair list price to market and list your house.
- Assistance from a licensed real estate agent of your choice throughout the process.

If you are unable to sell the property in a short sale, another option to avoid foreclosure is a deed in lieu of foreclosure. With a deed in lieu, you voluntarily transfer ownership of the property secured by the mortgage loan to us to satisfy the total amount due on the first mortgage.

Benefits of a deed in lieu include:

- You may be eligible to receive **financial assistance** upon closing for relocation expenses.
- Allows you to avoid the public auction of your property.
- Generally takes less time to complete than a foreclosure, so your reported delinquency could be shorter than it would with a foreclosure. As a result, your credit may improve sooner than it would if your house were to go into foreclosure.


If keeping your property is not the best option for your situation, contact Short Sale Customer Care at **1.866.880.1232** or your customer relationship manager for more information about a short sale or deed in lieu of foreclosure.

We are here to help

If you have any questions about our request for documents, want to confirm that we have received your missing information, or are interested in other alternatives to avoid foreclosure please call 1.800.669.6650 Monday - Friday 7 a.m. to 12 a.m. and Saturday 8 a.m. to 6 p.m. Eastern. We want to work with you and urge you to send us your documentation as soon as possible.

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD)-approved housing counselors by calling the HOPE Hotline Number (1.888.995.HOPE). The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Assistance in understanding this notice is available through the HOPE Hotline by asking for MHA HELP.

MICHAEL ALEXANDER
Home Loan Team
Bank of America, N.A.

Bank of America  Home Loans

Enclosures: (1) Pre-paid envelope (2) Customized Fax Cover Sheet (3) Request for Mortgage Assistance (4) IRS Form 4506-T

This communication should not be construed as an attempt to collect a debt or a demand for payment. You are not obligated to enter into a Modification Agreement or other loss mitigation program. You should consult with your bankruptcy attorney or other advisor regarding a modification or other loss mitigation program and how it will affect your legal rights and options.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know that we need additional information in order to complete our review of your request for a loan modification or other loss mitigation assistance.

Mortgages funded and administered by an  Equal Housing Lender.

♻️ Protect your personal information before recycling this document.

To continue our review of your loan for assistance, we must receive the requested items by December 05, 2012.

November 20, 2012

MIROSLAV TODOROV
10 E Touhy Ave
Park Ridge, IL 60068 5801

Loan Number: 54979372

Dear MIROSLAV TODOROV:

Thank you for your interest in the Home Affordable Modification Program. We need information relating to your financial situation and the circumstances of your hardship to determine if your loan is eligible for this program.

As of the date of this letter, we cannot complete our review because some information we need is missing or incomplete.

Please complete and fax the required documentation using the enclosed fax cover sheet to **1.866.270.0620** or return using the enclosed FedEx envelope. **We must receive this information no later than December 05, 2012.**

Please ensure all submissions are complete. You may find the list below contains one or more documents you submitted to be considered for a loan modification. If so, they are listed because we need more information about them or because they were submitted with missing or incomplete information. When providing the additional documentation or clarifications, remember the following helpful hints:

- Write your loan number at the bottom of all pages if it's not already listed. This will aid in identifying your documents should they be sent separately or get separated.
- Include ALL PAGES of any document with multiple pages. For instance, if the last page of your bank statement indicates Page 6 of 6, ensure you provide the copy of all six pages.
- The signature of each borrower and the date the document was signed is required for many documents. Please make sure all the proper signatures and dates are provided for any documents listed below.
- Some requested documents have columns of numbers that must be added or subtracted to determine a total value (for example, Request for Mortgage Assistance or Uniform Borrower Assistance Form (Form 710), profit and loss statement). Please ensure that complete and accurate totals are provided for any and all columns.
- If a document you previously submitted is listed below, it may be too old to be usable. Please send us a copy of the most recent version(s) of the document.

Please submit the following information for each borrower:

- **Hardship Letter** - A written explanation describing the specific nature of your Hardship.
- **IRS Form 4506-T (enclosed)** - This form allows us to request a copy of the tax return for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506T signed and dated by both joint filers.
- **Tax Return** - A signed copy of the most recently filed tax return, with all schedules and tax forms (for example, Schedules A-E, Tax Form 8879 e-file, 4868 Tax Filing Extension, etc.). If you are not required to file a tax return, please submit a letter of explanation.
- **Verification of Occupancy** - A copy of a utility bill (for example, gas, electric, cable service, personal cell phone, land line phone) in either borrower's name verifying occupancy of the subject property.

Please note: Keep a copy of all documents for your records. Do not send original documentation unless otherwise noted.

We want you to know that if we do not receive the requested information by December 05, 2012, you will no longer be eligible for the Home Affordable Modification Program and we will resume normal activities for collecting past due loan payments.

Other options that may be available

If you do not wish to pursue a loan modification or do not return your documents as requested above, we want you to know about other options to avoid foreclosure, including short sale and deed in lieu of foreclosure.

In a short sale, you list the property for sale at the fair market value and, when the property has sold, your mortgage is paid off with the net proceeds **even if you sell your property for less than you owe on the loan**. In addition, after a successful short sale, we may be able to forgive any outstanding balance.

Additional benefits of a short sale include:

- Potential for **financial assistance** upon closing to help with relocation expenses.
- Takes less time to complete than a foreclosure, so your reported delinquency could be shorter than it would with a foreclosure. As a result, your credit may improve sooner than it would if your house were to go into foreclosure.
- Bank of America's guidance on a fair list price to market and list your house.
- Assistance from a licensed real estate agent of your choice throughout the process.

If you are unable to sell the property in a short sale, another option to avoid foreclosure is a deed in lieu of foreclosure. With a deed in lieu, you voluntarily transfer ownership of the property secured by the mortgage loan to us to satisfy the total amount due on the first mortgage.

Benefits of a deed in lieu include:

- You may be eligible to receive **financial assistance** upon closing for relocation expenses.
- Allows you to avoid the public auction of your property.
- Generally takes less time to complete than a foreclosure, so your reported delinquency could be shorter than it would with a foreclosure. As a result, your credit may improve sooner than it would if your house were to go into foreclosure.

If keeping your property is not the best option for your situation, contact Short Sale Customer Care at **1.866.880.1232** or your customer relationship manager for more information about a short sale or deed in lieu of foreclosure.

We are here to help

If you have any questions about our request for documents, want to confirm that we have received your missing information, or are interested in other alternatives to avoid foreclosure please call 1.800.669.6650 Monday - Friday 7 a.m. to 12 a.m. and Saturday 8 a.m. to 6 p.m. Eastern. We want to work with you and urge you to send us your documentation as soon as possible.

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD)-approved housing counselors by calling the HOPE Hotline Number (1.888.995.HOPE). The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Assistance in understanding this notice is available through the HOPE Hotline by asking for MHA HELP.

MICHAEL ALEXANDER
Home Loan Team
Bank of America, N.A.

Bank of America  Home Loans

Enclosures: (1) Pre-paid envelope (2) Customized Fax Cover Sheet (3) IRS Form 4506-T

This communication should not be construed as an attempt to collect a debt or a demand for payment. You are not obligated to enter into a Modification Agreement or other loss mitigation program. You should consult with your bankruptcy attorney or other advisor regarding a modification or other loss mitigation program and how it will affect your legal rights and options.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know that we need additional information in order to complete our review of your request for a loan modification or other loss mitigation assistance.

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♻️ Protect your personal information before recycling this document.

Thank you for sending your initial financial documentation package.

Here's what to expect next.

MIROSLAV TODOROV
10 E Touhy Ave
Park Ridge, IL 60068 5801

Loan Number: 54979372

October 30, 2012

Dear MIROSLAV TODOROV:

Thank you for submitting your financial information to be evaluated for loan assistance. We are currently reviewing your package to confirm that you have submitted all required documentation. This initial review takes approximately five days. If we are missing any documents needed to evaluate your loan for assistance, we will send a letter that identifies any additional documents that you need to provide.

If you receive a letter asking you to provide missing documents, it is very important to respond with the additional documents by the specified date on the letter. Also, please be advised that your financial documents must not be more than 90 days old at the time we receive them. They will remain valid for up to seven months from the document date, unless you experience a change in your financial situation or the owner of your loan (investor) requires a shorter time period.

When we have received all documents requested, we will continue the evaluation, which will take approximately 30 days. When we have completed our review, you will receive **one** of these responses:

- Your loan has been approved to begin a loan modification Trial Period. This notification will come in the form of a Trial Period Plan letter, and will provide you details of your Trial Period Plan and instructions on how to proceed.
- Your loan has been approved for a permanent modification. This notification will come in the form of a cover letter and modification agreement, and will include instructions on how to proceed.
- Your loan is not eligible for a modification program, but may be eligible for other loan assistance options. This notification will come in the form of a letter describing other options such as a special forbearance, short sale or deed-in-lieu of foreclosure.
- We need more information from you to make our decision. We will either call you or send you a letter with this request.

If you have questions about the process, please call your Customer Relationship Manager at 1.800.669.6650. You may also call this number if you do not yet have an assigned Customer Relationship Manager.


You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD)-approved housing counselors by calling the HOPE Hotline Number (1.888.995.HOPE). The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Assistance in understanding this notice is available through the HOPE Hotline.

MICHAEL ALEXANDER
Home Loan Team
Bank of America, N.A.

Bank of America  Home Loans

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for a loan modification program that may help you bring or keep your loan current through affordable payments.

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* Protect your personal information before recycling this document.

7

**Your loan could be eligible for a
modification program.**

**To apply, send us your financial
information by October 19, 2012.**

September 19, 2012

MIROSLAV TODOROV
10 E Touhy Ave
Park Ridge, IL 60068 5801

Loan Number: 54979372

Dear MIROSLAV TODOROV:

We are aware that you are having difficulty making your mortgage payment. Your loan could be eligible for a loan modification that may make your mortgage payments affordable and help you avoid foreclosure. As your mortgage servicer, we want to make you aware of this potential option so you can determine if a modification could be right for you.

Bank of America, N.A. offers different modification programs, including the federal government's Home Affordable Modification Program (HAMP), which may be available to qualifying borrowers.


For general information about these programs, visit www.bankofamerica.com/homeloanassistance and read the enclosed Frequently Asked Questions.

We encourage you to take the next step and apply for a loan modification. Please send us the requested financial information in the enclosed checklist by October 19, 2012. We have included a pre-paid envelope for your convenience. If we do not receive your documents by October 19, 2012 we will continue normal activities for collecting past due loan payments.

If you have any questions, please call 1.877.422.1761 between 8:00 a.m.-10:00 p.m. Eastern Monday through Friday, and 9:00 a.m. - 6:00 p.m. Eastern on Saturday.

We want to help you, so please consider this opportunity.



Home Loan Team
Bank of America, N.A.

Bank of America  **Home Loans**

Enclosures: (1) Frequently Asked Questions (2) Checklist (3) Request for Mortgage Assistance (4) IRS Form 4506-T (5) Blank IRS Form 4506-T (6) Non-Borrower Credit Authorization Form (7) Important Disclosures (8) Pre-paid return envelope

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt. Please read the enclosed Frequently Asked Questions for more information.

In order to expedite your loan modification process, Bank of America, N.A. is working with a third party company, Home Retention Services, Inc. Federal law requires that we communicate to you that Bank of America, N.A. is a debt collector and also that Home Retention Services, Inc. is a licensed debt collector. However, the purpose of the communication is to let you know about your potential eligibility for this loan modification program that may help you bring or keep your loan current through more affordable payments. Please see the enclosed insert for important disclosures from Home Retention Services, Inc.

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 Protect your personal information before recycling this document.

Frequently Asked Questions about Modification Programs

Q. What is the Home Affordable Modification Program?

- The Home Affordable Modification Program, part of the Making Home Affordable Program announced by the federal government, is designed to help homeowners who are having difficulty making their payments by modifying loans to a payment that is affordable for borrowers now and sustainable over the long term. **Visit bankofamerica.com/mha or makinghomeaffordable.gov to learn more about the Home Affordable Modification Program.**

Q. Why are there different modification programs?

The federal government and the owners of the loans we service (also referred to as investors) set their own guidelines and eligibility requirements for these modification programs. Each program will have its own criteria for eligible loans as well as their own method of modifying the loan. We will review your loan to see if your loan is eligible for modification programs that are available. **Visit www.bankofamerica.com/homeloanassistance for more information about these programs.**

Q. Are there any special programs for military personnel?

Yes. Bank of America is dedicated to assisting our military customers with their home loan needs and has a Military Modification program which is an extension of the federal government's Home Affordable Modification Program. It offers additional benefits for eligible military customers who are having difficulty with mortgage payment affordability. Please contact us at 1.877.430.5434 if you are currently on active military duty or were released from active duty within the last nine months so that we can work with you to determine if this program is right for you.

Q. How does a modification program work?

To apply, send us the financial documents requested on the enclosed checklist. If we determine we need additional information, we will send you a written notice of what is still required and give you time to complete the document package. Once we receive all of your documents, we will validate your information and check your loan's eligibility. We want you to know that sending us your financial information helps us determine if you are eligible for a modification. It in no way binds or obligates you to participate in the program. You can expect to hear from us to confirm we received all of your documents within 10 business days. Within 30 days after receiving all of your documents, we will send you a letter telling you if your loan qualifies for the program or the reason your loan does not qualify. If your loan does qualify for the program, you will enter a Trial Period during which you will make a monthly trial period payment for at least three months. Making all of your payments during this trial period is an indication of your ability to repay the loan if your modification becomes final. You will receive a permanent modification if you successfully make all of your Trial Period Plan payments and you are notified in writing that your modification has been approved.

Q. If I qualify, how will my mortgage be modified?

The modification may involve some or all of the following changes to your mortgage:

- Adding past due amounts to the existing balance of your mortgage, as permitted
- Reducing the interest rate on your loan
- Extending the term of your loan
- Delaying your repayment of a portion of the mortgage principal until the end of the loan term

Q. Will a foreclosure occur if I participate in a modification program?

If your loan has been previously referred to foreclosure, we will continue the foreclosure process while we review your financial information and the documents you provided to determine if your loan may be eligible for a modification. If you are in a state where a foreclosure sale has been scheduled with a court, we will ask the court to put the sale on hold while we complete our review. However, postponement of the foreclosure sale is subject to court approval. If you are in a state where foreclosure sales are conducted through a public sale or auction, we will not conduct a sale of your home while we are evaluating you for a modification.

Bank of America, N.A. policy on foreclosure is based on investor guidelines, program guidelines as well as internal policy. Our goal is to work with you to avoid a foreclosure sale on your property. In order to help to avoid a foreclosure sale, you must comply with all deadlines associated with document requests, trial period plan payments and requests for you to contact us. Once you enter into the trial period of a modification, we will take the steps within our control to halt any pending foreclosure proceedings. For specific information regarding your property, please contact us at 1.877.422.1761.

Important—Do not ignore any foreclosure notices.

Our review of your loan for a modification and the process of foreclosure may proceed at the same time. While we will take steps to suspend a foreclosure sale if one is pending, you may receive foreclosure/eviction notices - delivered by mail or in person - or you may see steps being taken in preparation for a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions about the foreclosure process, contact us at 1.877.422.1761. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

Q. Will my credit be affected by accepting a trial period plan or loan modification?

Yes. Staying current on your payments is the best way to maintain your credit. **However, if you enter into a modification, your credit will be negatively impacted.** Your loan will be reported as paying under a partial payment plan during the trial period, and will be reported as modified after the final modification agreement. In addition, if you are behind on your payments when you start your trial, your loan will continue to be reported as "delinquent" until your loan has been permanently modified, even if you are making your trial payments.

Credit scores are determined by the credit bureaus and not controlled directly by Bank of America. Our commitment is to accurately report the status of all our customers' accounts. Visit ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm for more information about your credit.

Q. Are there any fees associated with a modification?

We do not charge fees for a modification. However, you may be responsible for expenses paid by the Bank to third parties in administering your loan, such as attorney fees, recording fees, etc.

Q. Is housing counseling required for a modification under these modification programs?

Borrowers, especially delinquent borrowers, are strongly encouraged to contact a HUD-approved housing counselor to help them understand all of their options and to create a workable budget plan. These services by HUD-approved housing counselors are free. However, housing counseling is only required for borrowers whose total monthly debts are very high in relation to their incomes. It is voluntary for other applicants.

When you apply for a modification under Home Affordable Modification Program, we will evaluate your monthly debts, including the amount you will owe on the new mortgage payment after it is modified, as well as payments on a second mortgage, car loans, credit cards, etc. If the sum of all of these recurring monthly expenses is equal to or more than 55% of your gross monthly income, you must agree to participate in housing counseling provided by a HUD-approved housing counselor as a condition of receiving a modification under Home Affordable Modification Program.

Q. How will a modification of my loan affect the mortgage insurance on my loan?

Mortgage Insurance (MI) is typically required on loans where the original loan amount is greater than 80% of the original value of the property. MI coverage protects lenders and investors against a financial loss when borrowers default.

If you did not already have MI on your loan prior to the modification, you will not be required to obtain it as a result of the modification. If you currently have MI, and the modified principal balance changes as a result of the modification, your MI premiums may change as well. Furthermore, the date on which you may request cancellation of the MI may change. For loans on single family primary residences, federal law allows you to request that MI be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancellation of MI at different times or if your loan is secured by a 2- to 4-unit property. For more information about mortgage insurance please call us at 1.877.422.1761.

Q. What happens if I have a Borrowers Protection Plan® on my loan?

If you have a Borrowers Protection Plan with your mortgage, please contact us by calling 1.866.317.5116 to discuss whether you may be eligible for benefits, how your Plan may be impacted by a mortgage modification, and what additional options you may have.

Q. What happens if I have other optional products or credit insurance?

If after your loan closed you purchased an optional product, such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please contact us at 1.800.641.5298 to discuss the choices you may have.

If you have credit insurance, please contact us at 1.800.288.7647 to discuss your credit insurance plan.

Q. Are there other programs that may help me stay in my home?

Your loan may be eligible for a forbearance. These programs were designed to help unemployed homeowners or homeowners with a temporary hardship by providing a suspension of regular monthly mortgage payments. Please contact us at 1.877.422.1761 if you would like additional information concerning these programs.

Q. What happens if my loan doesn't qualify for a modification or forbearance program?

Not all loans will be eligible for a modification program. If your loan is not eligible for any modification program, we will provide you information concerning other programs that may help you avoid a foreclosure sale on your property. These programs could include a short sale or a deed in lieu of foreclosure. Please remember to continue making your payments while we are evaluating you for all loan assistance options.

Q. What if I am in bankruptcy proceedings?

If you are represented by an attorney, we must speak with your attorney or have your attorney's permission to speak with you about this program, so he or she must fax a letter to that effect (on the firm's letterhead) to us at 1.866.261.6472 before we discuss any details directly with you.

In addition, please consult with your attorney about how these programs could affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require bankruptcy court approval. If you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.

Q. Are there additional resources where I can find information about the Home Affordable Modification Program?

- Call the Homeowner's HOPE™ Hotline at 1.888.995.HOPE (4673). This Hotline
- can help with questions about the program and offers access to free HUD-certified
- counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPE Hotline

Q. What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program?

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 1.202.622.4559 (fax), or sigtarp.gov. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

Beware of foreclosure rescue scams. Help is free from your mortgage servicer, Bank of America, N.A.

- This program is only available to you through Bank of America, N.A.
- There is never a fee to get assistance or information about the Home Affordable Modification Program from your mortgage servicer or a housing counselor approved by the U.S. Department of Housing and Urban Development (HUD). To find a HUD-approved counselor, visit hud.gov/offices/hsg/sfh/hcc/fc/.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with Bank of America, N.A. to forgive your debt.
- Never make your mortgage payments to anyone other than Bank of America, N.A. without our approval.